

中国船东互保协会文件

中船保保字[2012]8号

关于国际保赔协会 2012 年 5 月 25 日对欧盟理事会制裁伊朗的新措施的常见问题解答更新版的通函

各会员公司：

在与英国财政部进行磋商之后，国际保赔协会集团于 5 月 25 日对其发布的常见问题解答进行了更新，就集团中协会承保的船舶运输源自伊朗的燃油或是混合了源自伊朗的油的燃油是否会适用相关保险和运输禁令进行了分析。燃油包含在欧盟第 267/2012 号条例中第 11 条有关运输石油产品的禁令中。条例第 12 条允许欧盟船东，为了履行签订于 2012 年 1 月 23 日之前的合同（或其辅助合同），而继续进口或运输从伊朗装运的或是源自于伊朗的原油或石油产品，直至 2012 年 7 月 1 日。欧盟船东为了履行签订于 2012 年 1 月 23 日之后的合同而运输此类货物是被禁止的。根据条例第 12 条第 2 款，保赔协会可以继续为装载源于伊朗的原油和石油产品的船舶提供保险，直至 2012 年 7 月 1 日。

在 2012 年 7 月 1 日之后，所有对源自伊朗的原油和石油产品的购买、运输和与其相关的保险都是被禁止的，禁令适用于欧盟内所有自然人、实体和法人，在欧盟内进行的交易，以及欧盟水域内和受欧盟国家法律管辖的船

船上。协会的分保协会都是受欧盟法律管辖的，其在 2012 年 7 月 1 日之后，将不能对任何装载源自于伊朗的燃油的船舶提供保险。

在实践中，船东很难确认其添加的燃油是否源自于伊朗，或是混合了源自伊朗的燃油。举例来说，在新加坡添加的燃油经常是源自于伊朗的或是混合了伊朗燃油的。对于欧盟船东来说，在 7 月 1 日之后，添加或装载此类燃油都将违反条例中的禁令，非欧盟船东则不受此限制，但前提是其船舶不要装载着伊朗燃油在欧盟水域内运营。此类问题并不仅存在于新加坡，其他习惯性地添加或混合伊朗燃油的加油地区也可能受到影响。对于非欧盟船东来讲，其在 2012 年 7 月 1 日之后添加源自伊朗的燃油或混合伊朗燃油，不会违反条例中的禁令，只要其船舶不装载着此类燃油在欧盟内活动。但是协会分保协会将会违反保险禁令，在此情况下协会的制裁和非法贸易条款将会导致对于入会船装载伊朗燃油时所产生的责任，协会将不可能负责赔偿。

条例第 42 条表明，当个人、实体或法人并不知晓，或没有合理理由怀疑其行为可能会违反禁令时，他们将不会承担责任。因此协会建议所有会员在添加燃油时直接，或通过其期租租家向供应商询问，以确认燃油并非源自伊朗或混合了伊朗燃油。

如果确认了燃油并非源自于伊朗或混合了伊朗燃油，在没有任何显示相反事实的证据的情况下，船东/经营人和协会则可以援引条例第 42 条中的“没有合理理由怀疑”条款。如果证实燃油确实是源自伊朗或是混合了伊朗石油，则会员应该通知协会，以便协会确认任何潜在的涉及承保与否的事。会员如就条例中规定的运输和保险禁令的适用有任何疑问，应该咨询经理部。

更新了常见问题解答还明确了，虽然液化天然气和液化石油气未特别指明在条例禁运的货物之内，但条例附件 5 的石化产品明细表中列有乙烯(ethylene)，丙烯(propylene)，和丁二烯(butadiene)，这些物质很可能存在于液化石油气产品中。如果计划运输此类货物，则谨慎的做法是要求货

方提供货物成分检测的详细信息，以确认是否包含附录 5 中所列明的禁运货物。

更新版的常见问题解答及其中译文请见后附文件。其中更新内容已经以下划线标注，以便会员理解与上一版本的区别。

有关内容以英文原文为准，中译文仅供参考。

特此通函。



关键词：中船保、伊朗、制裁、通函

抄送：大连办事处、上海办事处、中国保赔服务（香港）有限公司

中国船东互保协会

2012 年 6 月 5 日印发

New European Union Measures against Iran - Council Regulation 267/2012 dated 23 March 2012 - Frequently Asked Questions – Updated on 25 May 2012

Background

On 23 January 2012 The European Union Foreign Affairs Council agreed to introduce further measures impacting on trade that would or could support the furtherance of the Government of Iran's nuclear aspirations. Specifically the Council has introduced new measures to prohibit the trade and transportation of crude oil, petroleum products and petrochemical products. The new measures were set out in **Council Decision 2012/35**. On 23 March 2012 the Council issued **Regulation 267/2012** implementing the provisions of the Decision and repealing **Regulation 961/2010**. The Group has since corresponded and met with the UK Treasury to discuss the interpretation and application of the Regulation.

The FAQs which follow, and which should be read in conjunction with the FAQs issued on 8 February 2012, substitute the FAQs issued on 27 March 2012 and cover the following current issues;

- The legal Status of EU Council Regulation 267/2012;
- The effect of the "grace periods";
- Impact on shipowners,
- Impact on the cover provided by clubs

It should also be noted that the FAQs address solely the ramifications of Council Regulation 267/2012 and do not address other nationally or internationally applicable sanctions measures which may impact on trade to and from Iran and the provision of insurance and reinsurance cover in relation thereto.

1. What is the legal status of the Regulation?

The Regulation is effective from 24 March 2012 and gives effect, subject to the modifications therein, to **Council Decision 2012/35**. It also repeals and replaces **Regulation 961/2010**. The provisions of the Regulation, in so far as these relate to the shipment of Iranian crude oil, petroleum and petrochemical cargoes and the insurance arrangements relating thereto, are effective from the dates stipulated in the Regulation, in particular in the provisions contained in Articles 11 – 14.

2. What is the effect of the "grace periods" provided for in Articles 12 and 14 in the Regulation?

The Regulation reaffirms the two "grace periods" for the continuation of the performance of contracts which were concluded **prior to 23 January 2012**:

- (i) For petro-chemical products, until 1 May 2012, and
- (ii) For crude and petroleum products, until 1 July 2012.

In the absence of definitive guidance, it should be assumed that the grace periods will expire at 2359 on 30 April and 2359 on 30 June respectively.

The provisions contained in the Decision relating to ancillary contracts remain unaltered.

New carve-outs are provided in relation to the provision, directly or indirectly, of third party liability insurance and environmental liability insurance and reinsurance until 1 July 2012 (in respect of Iranian crude oil and / or petroleum products) and 1 May 2012 (in respect of Iranian petrochemicals). P&I insurance will fall within the scope of these carve outs.

The effect of these carve-outs is to make it clear that as an exception to the general prohibition in Articles 11 and 13 on the provision of insurance and reinsurance related to the import, purchase or transport of crude oil petroleum products and petrochemical products respectively, P&I cover may continue to be provided but only up to 1 July 2012 in respect of the insurance and reinsurance of the transportation of Iranian crude oil and petroleum products and 1 May 2012 in respect of transportation of petrochemicals, and always subject to the provisions of Articles 12 and 14 (which are addressed under question 3 below).

It is important to note that the new exception to the general prohibition on insurance and reinsurance only applies up to the respective cut off dates, and that the prohibited cargoes must be discharged, and/or Iranian bunkers consumed, before the end of the carve-out periods to avoid any possibility of contravening a club's sanctions rules.

New provisions are included in the Regulation which require the contractual performing party to give a minimum 20 working days' notice of the activity or transaction to the competent authority of its Member State. There remains some ambiguity in the drafting regarding which contracts are intended to be covered by this notification requirement and whether this would extend to ancillary contracts such as transportation contracts but the prudent approach would be to assume that the requirement would apply to an EU shipowner transporting crude oil, petroleum or

petrochemical products to EU or other destinations. In practice this could give rise to problems where late notification of, or change of, voyage orders prevent a shipowner from giving the requisite minimum notice. In such circumstances shipowners should give as much notice as possible to the relevant Member State competent authority of the intended activity or transaction. It does not appear that this notice requirement would extend to a shipowner which is not established in an EU member state.

Following the inclusion of the new carve-out in relation to third party liability insurance and environmental liability insurance and reinsurance cover noted above, the minimum 20 working days notification requirement will not however apply in relation to P&I insurance or reinsurance cover arrangements.

3. How will the relevant prohibitions in the Regulation impact on shipowners

The relevant wordings in Articles 12 and 14 of the Regulation permit the continuing import or transport by EU regulated shipowners of crude oil, petroleum products and petro-chemical products loaded or originating in Iran beyond the entry into force of the Regulation up to the respective cut off dates of 1 July 2012 and 1 May 2012 always provided these are pursuant to pre 23 January 2012 contracts (or pursuant to contracts ancillary thereto). The import or transport by EU shipowners pursuant to post 23 January 2012 contracts is prohibited. Transport would include carriage of fuel as bunkers.

Non-EU regulated shipowners may also continue to transport such cargoes or bunkers for delivery in the EU subject to pre 23 January contractual arrangements (or pursuant to contracts ancillary thereto) up to the respective cut off dates. Thereafter non-EU shipowners may continue to transport such cargoes but only to non-EU destinations, subject always to any other applicable sanctions legislation.

The cargo prohibitions are specific to the named cargoes and do not generically refer to LNG and LPG (liquefied petroleum gas) cargoes. Annex V to the regulation (list of "petrochemical products") does refer to Ethylene, propylene and butadiene, elements of which may be found in LPG cargoes so if such cargoes are being contemplated for loading it would be prudent to request product analysis details and to ascertain whether the cargo does contain any of the prohibited products identified in Annex V.

Also, to the extent that vessels transporting such cargoes might take on Iranian bunker fuel, this could separately trigger trading and/or insurance prohibitions.

4. How will the insurance and reinsurance prohibitions in the Regulation impact on P&I cover

All International Group clubs have included within their rules either express sanctions cover termination or exclusion provisions or imprudent or improper trading cover exclusion provisions. The effect of those rules is to withdraw or exclude insurance cover or preclude recovery in relation to liabilities incurred whilst a vessel is performing sanctions or prohibition offending voyages. To the extent that a shipowner undertakes such a voyage, his liabilities will not be insured by his International Group Club.

Not all International Group clubs are incorporated, domiciled or regulated within the EU. In relation to the shipment of the prohibited cargoes originating from Iran for delivery inside and outside the EU, how will the amended measures relating to third party liability and environmental liability insurance and reinsurance, apply to EU and non-EU regulated clubs?

(i) Cargoes for delivery within the EU

Pursuant to Articles 12.2 and 14.2, EU and non-EU regulated clubs will continue to be able to provide cover to EU and non-EU shipowners until the relevant cut-off date of 1 July 2012 or 1 May 2012 respectively. Where however the transportation is pursuant to a post 23 January contract, the voyage would contravene the requirements of Article 12 and Article 14 of the Regulation (permitting only performance of pre-23 January 2012 contracts or contracts ancillary thereto) and would trigger clubs sanctions cover exclusions with the result that notwithstanding the carve-outs in Articles 12.2 and 14.2 shipowners will not be covered in relation to such voyages.

(ii) Cargoes for delivery outside the EU

(a) EU regulated clubs

Pursuant to Articles 12.2 and 14.2, EU and non-EU regulated clubs will continue to be able to provide cover to EU and non-EU shipowners until the relevant cut-off date of 1 July 2012 or 1 May 2012 respectively. Where however the transportation is pursuant to a post 23 January contract and is performed by an EU shipowner, the voyage itself would contravene the requirements of Article 12 and Article 14 of the Regulation (permitting only performance of pre-23 January 2012 contracts or contracts ancillary thereto) and would trigger clubs sanctions cover exclusions with the result that notwithstanding the carve-outs in Articles 12.2 and 14.2, shipowners will not be covered in relation to such voyages. If however the transportation is pursuant to a post 23 January contract, and is performed by a non-EU shipowner and the cargo is not destined for the EU, such voyage will not contravene the Regulation and insurance and reinsurance cover may continue to be provided up to the relevant cut-off date but not beyond.

(b) Non-EU regulated clubs

The International Group clubs which are not EU regulated will not be directly subject to the insurance prohibitions contained in the Regulation. In relation to cover provided by such clubs to EU and non-EU owned or flagged vessels trading prior to the relevant cut-off date with prohibited cargoes to the EU, such transportation, provided pursuant to a pre-23 January 2012 contract would be permissible and would not trigger the club's sanctions cover exclusion provisions. Where however the transportation is pursuant to a post 23 January contract, the voyage would contravene the requirements of Article 12 and Article 14 of the Regulation and cover would be impaired by operation of the clubs sanctions cover exclusions as noted under paragraph (a) above.

Furthermore, even where the transportation does not breach the provisions of the Regulation (e.g. in the case of a voyage by a non-EU owned or flagged vessel to a non-EU destination, whether pursuant to a pre-or post-23 January 2012 contract), the non-EU club's rights of recovery under the International Group pooling arrangements from clubs which are EU regulated will be impaired, and rights of recovery under the International Group Reinsurance Contract and other reinsurances taken out for the benefit of the clubs members will also be impaired. The non-EU regulated International Group clubs have however incorporated provisions in their rules to exclude cover where, as a result of sanctions measures, the pool and/or reinsurers are themselves subject to prohibitions on cover/payment.

5. Bunkers

Although the provisions of the Regulation do not specifically refer to bunkers, it is considered likely that these would fall within the generic descriptions of crude oil or petroleum products contained in Articles 11 with the result that if such bunkers are of Iranian origin, the prohibitions on purchase, import, transport and insurance would be triggered,

In the case of an EU shipowner the stemming of Iranian or Iranian blended bunkers whether in Iran or elsewhere would place the shipowner in breach of the prohibitions. Furthermore this would trigger the club sanctions cover exclusion.

In the case of a non-EU shipowner, the stemming of Iranian or Iranian blended bunkers will not place the shipowner in breach of prohibition (unless the vessel is trading within EU waters) but this would be sufficient to trigger the club sanctions cover exclusions as set out in paragraph 4 (b) above..

It is understood that Iranian or Iranian blended bunkers are stemmed at a number of ports/places outside Iran and in practice it may be difficult for a shipowner or his club to ascertain whether bunkers stemmed are of Iranian origin or blended with Iranian

oil. At a minimum shipowners should check to ensure that bunkers which they are stemming are not of Iranian or Iranian blended origin and where vessels are operated on time or bareboat charter to request charterers to exercise similar diligence. Article 42 of the Regulation expressly provides that the measures set out in the Regulation will not give rise to liability to persons or entities if they did not know and had no reasonable cause to suspect that their actions would infringe the prohibitions. In advance of stemming bunkers it would be prudent for shipowners/their charterers to make enquiries regarding the origin of the bunkers.

May 2012

欧盟对伊朗制裁的新措施—2012 年 3 月 23 日欧盟理事会 267/2012 号条例—常见问题解答（FAQ）

2012 年 5 月 25 日

背景

2012 年 1 月 23 日，欧盟对外事务委员会决定采取进一步的措施，对能够支持和加强伊朗的核抱负的贸易施加影响。具体而言，欧盟理事会已采取新措施，禁止原油、石油产品和石化产品的贸易和运输。该新的制裁措施载于欧盟第 2012/35 号决议。欧盟理事会于 2012 年 3 月 23 日颁布了 267/2012 号条例，用于实施该决议内容，并撤销理事会 961/2010 号条例。国际保赔协会集团一直与英国财政部联系并会晤，商讨条例的释义与适用问题。

下述常见问题解答应该结合国际保赔协会集团 2012 年 2 月 8 日发布的 FAQ 来解读，并且取代 2012 年 3 月 27 日发布的 FAQ，涵盖以下问题：

- 欧盟理事会第 267/2012 号条例的法律地位；
- “宽限期”的影响
- 对于船东的影响
- 对于保赔协会承保风险的影响

此 FAQ 仅涉及欧盟理事会 267/2012 号条例所产生的影响，不考虑其他可能影响到伊朗进出口贸易和提供相关保险及再保险的各国和国际制裁措施。

1、 欧盟理事会第 267/2012 号条例的法律地位

该条例于 2012 年 3 月 24 日起生效，用于实施理事会第 2012/35 号决议，并对其有所修改。该条例还撤销并取代了理事会第 961/2010 号条例。该条例中关于装运伊朗原油、石油产品、石化产品，以及与其相关的保险措施的规定自条例中所述时间起生效，特别要注意第 11 条—第 14 条中所包含的规定。

2、“宽限期”的影响

条例再次明确了对于 2012 年 1 月 23 日之前签订的合同的继续履行有两个“宽限期”：

- (1) 对于石化产品，到 2012 年 5 月 1 日；和
- (2) 对于原油和石油产品，到 2012 年 7 月 1 日。

在没有明确指引的情况下，应认为该宽限期分别于 4 月 30 日 23 点 59 分和 6 月 30 日 23 点 59 分到期。

该条例中对理事会第 2012/35 号决议中有关辅助合同的相关规定没有任何变化。

现条例中对于在 7 月 1 日之前（对伊朗原油和石油产品的运输），及 5 月 1 日前（对伊朗石化产品的运输），直接或间接提供第三方责任和环境责任的保险做了新的区别性规定。保赔险将包含在除外规定的适用范围内。

这些新除外规定的作用是进一步明确了：作为对第 11 条和第 13 条中所规定的对于进口，购买，或是运输原油、石油产品、石化产品提供保险和再保险的一般禁令的例外规定，对于伊朗原油和石油产品的运输至 2012 年 7 月 1 日为止，对于伊朗石化产品的运输至 2012 年 5 月 1 日为止，可以继续提供保赔保险，而且依然必须受第 12 条和第 14 条中规定的限制（见下文 3）。

应该注意此对于提供保险和再保险的一般禁令的新除外规定，仅能适用到其各自的到期日，而且在宽限期到期日之前，禁运货物必须卸下船，和/或伊朗燃油必须被消费完，才能避免违反各协会有关制裁条款的规定。

条例中还新增加了一个通知条款，要求履行合同的一方，至少提前 20 个工作日，将其计划实施的行动或交易，通知其所在成员国的主管机构。该条文有些定义模糊，对于此通知义务应适用于哪些合同，以及通知义务是否延伸至辅助合同，例如运输合同，没有明确的解释。但是比较谨慎的做法是假定该通知义务适用于运输原油、石油产品或石化产品至欧盟国家或其他目的地的欧盟船东。在实

务操作中，当航次任务指令延误或是变更航次任务时，船东可能就无法在规定的期限前给出通知。在这种情况下，船东应该就其计划实施的行动或交易，给予成员国主管机构尽可能详细的通知。目前尚看不出这一通知义务会延伸适用于非设立于欧盟成员国内的船东。

在条例中对于提供第三方责任和环境责任的保险做了新的除外规定之后，这一至少 20 个工作日的提前通知的义务不适用于相关理赔保险及其再保险的安排。

3、 条例中的相关禁令对船东有何影响

条例第 12 条和第 14 条允许受欧盟法律管辖的船东在相关的宽限期内，即 2012 年 7 月 1 日和 2012 年 5 月 1 日，继续进口或运输自伊朗装运的或是产自伊朗的原油、石油产品和石化产品，但前提是此等行为是为了履行于 2012 年 1 月 23 日之前签订的合同（或是辅助合同）。欧盟船东为了履行于 2012 年 1 月 23 日之后签订的合同而进行的进口或运输自伊朗装运的或是产自伊朗的原油、石油产品和石化产品是被禁止的。“运输”的含义包含装于本船的自用燃油。

非受欧盟法律管辖的船东在相关的宽限期内，也可以为了履行于 2012 年 1 月 23 日之前签订的合同（或是辅助合同），而继续运输此类货物或装载燃油至欧盟内目的港。在宽限期截止后，非欧盟船东仍可以继续运输此类货物，但只能送至非欧盟管辖的目的港，而且还要以不违反其他适用的相关制裁立法为前提。

禁运仅适用于以上指明的特定货物，液化天然气和液化石油气不包含在内。条例附件 5 的石化产品明细表中列有乙烯 (ethylene)，丙烯(propylene)，和丁二烯(butadiene)，这些物质很可能存在于液化石油气产品中。如果计划运输此类货物，则谨慎的做法是要求货方提供货物成分检测的详细信息，以确认是否包含附录 5 中所列明的禁运货物。

船舶在运输此类货物时，很可能会装载伊朗燃油，这可能会单独受制于贸易禁运和/或保险禁令。

4、 条例中的保险和再保险禁令将如何影响保赔保险的承保

国际保赔协会集团中的所有协会在其条款中都有明示的制裁终止保险条款，或是除外条款，或是不适当或轻率的交易除外条款。这些条款的作用是针对船舶在进行违反制裁或禁运措施的航次时所产生的责任，撤销其保险或使之除外，或者是取消其向协会追偿的权利。当船东执行这样的航次的时候，其责任将不会被国际保赔协会集团的成员协会承保。

国际保赔协会集团中并非所有协会都在欧盟内成立、注册并受其法律监管。对于运输源于伊朗的禁运货物到欧盟以内或欧盟以外，条例中关于第三方责任保险和环境责任保险以及再保险的修改措施，将对受欧盟管辖的协会和非受欧盟管辖的协会产生何种影响？

（1）运至欧盟内目的地的货物

根据第 12 条第 2 款和第 14 条第 2 款，受欧盟管辖和非受欧盟管辖的协会都可以继续对欧盟船东和非欧盟船东提供保险，直至相关的宽限期截止，即 2012 年 7 月 1 日和 2012 年 5 月 1 日。当运输是为了执行签订于 2012 年 1 月 23 日之后的合同，此类航次将会违反条例第 12 条和第 14 条的规定（仅允许履行签订于 2012 年 1 月 23 日之前的合同或及其辅助合同），由此而触发协会的制裁除外条款，将造成即使有第 12 条第 2 款和第 14 条第 2 款所规定的例外条款，船东由此类航次而产生的责任也不会被协会承保的结果。

（2）运至欧盟以外目的地的货物

（a）受欧盟管辖的协会

根据第 12 条第 2 款和第 14 条第 2 款，受欧盟管辖和非受欧盟管辖的协会都可以继续对欧盟船东和非欧盟船东提供保险，直至相关的宽限期截止，即 2012 年 7 月 1 日和 2012 年 5 月 1 日。当一个欧盟船东进行此类运输是为了执行签订于 2012 年 1 月 23 日之后的合同，则此类航次本身将违反条例第 12 条和第 14 条的

规定（仅允许履行签订于 2012 年 1 月 23 日之前的合同或及其辅助合同），由此而触发协会的制裁除外条款，将造成即使有第 12 条第 2 款和第 14 条第 2 款所规定的例外条款，船东由此类航次而产生的责任也不会被协会承保的结果。但是，当一个非欧盟船东根据签订于 2012 年 1 月 23 日之后的合同，运输此类货物至欧盟以外的目的地，此类航次不违反条例，对其的保险和再保险也可以持续到相应的宽限期截止。

（b）非受欧盟管辖的协会

国际保赔协会集团中非受欧盟管辖的协会将不会直接受到条例中所规定的保险禁令的影响。对于此类协会向由欧盟船东及非欧盟船东所有或挂相应国家旗的船舶，在相应的宽限期截止前，为履行签订于 2012 年 1 月 23 日之前的合同，所进行的运输禁运货物至欧盟内目的地的航次所提供的保险，是被允许的，也不会触发协会条款中的制裁除外条款。但是，当此类运输是为了履行签订于 2012 年 1 月 23 日之后的合同，则该航次将违反条例第 12 条和第 14 条的规定，协会的承保也将会根据以上（a）段所述，因其触发协会制裁除外条款而停止或不予承保。

另外，即使运输不违反条例的相关规定（例如当航次由非欧盟船东所拥有的或是挂非欧盟国家旗的船舶执行，运输货物至欧盟以外的目的地，不管是为了执行 2012 年 1 月 23 日以前还是以后签订的合同），非受欧盟管辖协会在国际保赔协会集团分摊协议下的向受欧盟管辖协会追偿的权利也会受到损害，并且其国际保赔协会集团再保险合同及其他为了集团内成员利益而进行的再保险安排下的追偿权利也会受到损害。因此，非受欧盟管辖的协会一般其条款中都设置了除外条款，当国际保赔协会集团分摊和/或其再保险人受到制裁措施的影响，而导致其承保及赔付受到制约时，即可启动该条款，停止保险。

5、 燃油

虽然条例的条文并没有直接指明燃油，但是燃油很可能属于第 11 条中所述原油或石油产品这一类，如果燃油是源自于伊朗的，那么就会引发禁止买卖、进口、运输和保险的规定。

对于欧盟船东来说，在伊朗或是在其他地区，加入伊朗燃油或是混合伊朗燃油，都会违反禁令。另外，这也会引发协会禁运除外条款。

对于非欧盟船东来说，加入伊朗燃油或是混合伊朗燃油，不会违反禁令（除非该轮在欧盟水域内运营），但是这会引发上文 4（b）中所述的协会禁运除外条款。

有资料表明，在伊朗以外的一些港口，也能够添加伊朗燃油或混合伊朗燃油。实践中，船东和协会都很难确认添加的燃油是否源自于伊朗，或是混合了伊朗的石油。对于船东来说，至少要做到在添加燃油的时候进行检查以确保燃油并非源自伊朗或混合了伊朗石油，当船舶是在光租或期租时，则应要求租家进行类似的检查。条例第 42 条明确表明，当个人或实体并不知晓，或没有合理理由怀疑其行为可能会违反禁令时，他们将不会承担责任。在添加燃油之前，船东/租家的谨慎做法，是对于燃油的来源进行询问调查。